
QUEBEC, 13TH AUGUST, 1862.

CONTRACT

FOR A

LINE OF STEAMERS,

TO RUN BETWEEN

QUEBEC OR MONTREAL & LIVERPOOL,

BETWEEN

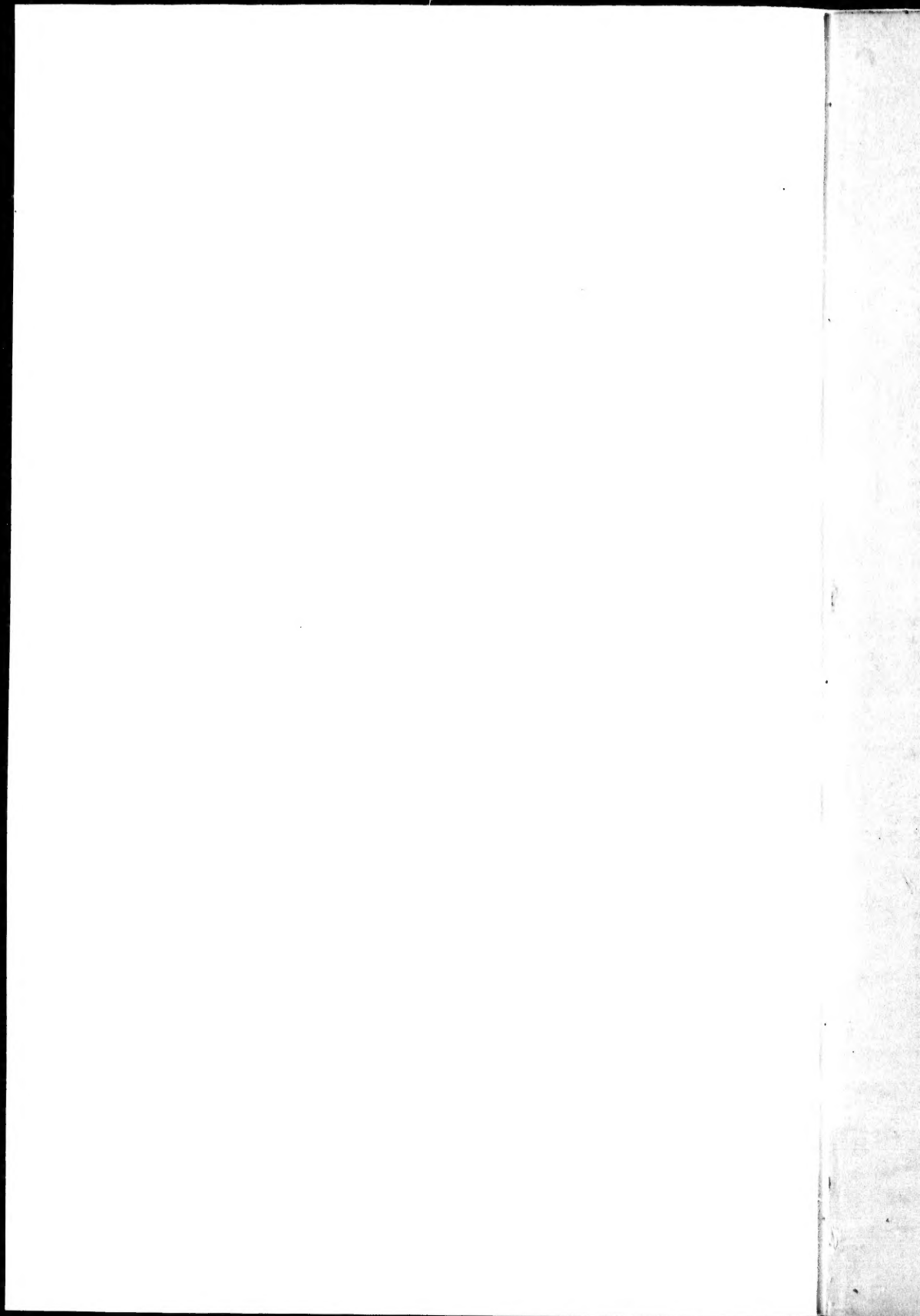
MESSRS. MCKEAN, McLAFFY & Co.,

AND

HER MAJESTY'S GOVERNMENT.

ARCHD. CAMPBELL,
Notary Public.

QUEBEC, 13TH AUGUST, 1862.



CONTRACT
FOR A
LINE OF STEAMERS,
TO RUN BETWEEN
QUEBEC OR MONTREAL AND LIVERPOOL.

THIS AGREEMENT MADE AT QUEBEC, in the Province of Canada, the thirteenth day of August, in the year of our Lord one thousand eight hundred and fifty-two ; between DAVID BELLHOUSE, of the City of Montreal, in the said Province, Esquire, Agent for ROBERT LAMONT, McKEAN and DONALD McLARTY of Liverpool, Merchants, carrying on trade and commerce at Liverpool, in that part of the United Kingdom of Great Britain and Ireland called England, under the name, style and firm of "McKEAN, McLARTY & Company," of the one part ; and the Honorable JOHN YOUNG of Quebec, Her Majesty's Chief Commissioner of Public Works for the Province of Canada, acting herein for and on behalf of Her Majesty's Government, in the said Province, of the other part ; Witnesseth that whereas, on the twenty-fifth day of February last, the Commissioners of Public Works for the said Province of Canada, did advertise in the public papers in Quebec for Tenders to be received until the first day of July then next, from parties willing to contract for the establishing of an efficient line of Screw Steamers, to ply between the Ports of Liverpool and Quebec and Montreal, once a fortnight during the season for navigating the Saint Lawrence, and in winter between the Port of Liverpool and Halifax, Portland or such other Atlantic Port as might be agreed upon, once in each month, such Steamers to carry a Mail, if required.

AND WHEREAS the said McKEAN, McLARTY and Company did tender and offer to perform the services mentioned in the said advertisement, in the manner and on the terms and conditions mentioned in their tender, bearing date the eleventh day of June last, that is to say : the said McKEAN, McLARTY and Company, by their said Tender and by their letters to the said Honorable Chief Commissioner of Public Works in support thereof, undertook to maintain and keep up a regular line of large and powerful Screw Steamers of the description, capacity, tonnage and power mentioned in their said Tender and hereinafter particularly described, to ply between the above mentioned places, leaving the Port of Liverpool and the Ports of Quebec and Montreal either monthly or once every fortnight, during the season for navigating the River Saint Lawrence, and during the winter season, when the navigation of the said River Saint Lawrence is closed, leaving the said Port of Liverpool and the Port of Portland, in the State of Maine, one of the United States of America, once every month, in consideration of their being paid a sum of sixteen thousand pounds, sterling, per annum, for the monthly line of boats, or of twenty-four thousand pounds, sterling, per annum, for the line of boats running once a fortnight from each Port, during the season for navigating the Saint Lawrence, and monthly during winter or for the winter trips to Portland, the sum of one

thousand three hundred and thirty-three pounds six shillings and eight pence should be paid, (that is for a voyage from Liverpool to Portland, and back to Liverpool) and a sum of one thousand two hundred and thirty-eight pounds one shilling and eleven pence, sterling, for each fortnightly trip during the season of navigation between Liverpool and Quebec or Montreal (a trip from Liverpool to Quebec or Montreal and back to Liverpool making one trip), in all twenty-four thousand pounds, sterling, for the whole service, and on condition that the contract should be for a term of ten years from the time of the commencement of the service.

AND WHEREAS the said Commissioner of Public Works acting as aforesaid agreed to accept the Tender of the said McKean, McLarty and Company, in the manner hereinafter mentioned, on condition that the term of the contract should be seven years in lieu of ten years, and on the further condition that the City of Portland and the Saint Lawrence and Atlantic Railroad Company in Montreal, and the Atlantic and Saint Lawrence Railroad Company in Portland aforesaid, should contribute the sum of five thousand pounds, sterling, per annum, as part of the sum for which the said services were agreed to be performed, the Canadian Government being only bound for the sum of nineteen thousand pounds, sterling, per annum, for a fortnightly line of Steamers, and for the sum of eleven thousand pounds, sterling, per annum, for a monthly line.

AND WHEREAS the said McKean, McLarty and Company have entered into arrangements with the said City of Portland and the said Railroad Companies, by which the said City of Portland and the said Railroad Companies have agreed to pay to the said McKean, McLarty and Company the said sum of five thousand pounds, sterling, per annum, in consideration of the advantages which the said City of Portland and the Railroad Companies aforesaid will derive from the establishment of such a line of Steamers, running between Liverpool and Portland during the winter.

AND WHEREAS the said McKean, McLarty & Company have agreed to perform the said services on the terms and conditions, and in the manner stipulated by the said Commissioners of Public Works, on behalf of Her Majesty's Government in the Province of Canada, and hereinafter expressed.

Now this Agreement witnesseth that the said parties have concluded, covenanted, promised and agreed to and with each other in manner and form following, that is to say: that the said McKean, McLarty & Company shall and will establish, maintain and keep up a regular line of large and powerful Screw Steamers, to ply between the Port of Liverpool and the Port of Quebec or Montreal, once a fortnight during the season for navigating the River St. Lawrence, and between the Ports of Liverpool and Portland aforesaid, once in each month during the winter. That the said Steamers shall be first class vessels of the dimensions, tonnage and capacity expressed in the said Tender and hereinafter mentioned, or they shall be of greater dimensions if the Contractors shall find it desirable. That the said Steamers shall be not less than twelve hundred tons, Carpenter's Measurement, and three hundred horse power, capable of being propelled, when loaded, nine knots per hour on the average. That the dimensions of each Steamer shall be as follows, and to be increased if found desirable, to wit:

Length of keel and fore rake, two hundred and thirty feet;
Breadth, thirty-four feet;
Depth, moulded, nineteen feet;

Depth of hold, eighteen feet;

Draft of water, loaded, sixteen feet;

Draft of water with thirteen days fuel consumed, thirteen feet six inches;

Draft of water with thirteen days fuel consumed, and three hundred tons cargo, landed at Quebec, eleven feet;

That the Engines of the said Steamers shall be on the oscillating or geared principle, or upon any other principle better calculated to perform the service. That the said services shall be performed by not less than five good vessels of the descriptions and dimensions above mentioned for the fortnightly line during the navigation season of the River St. Lawrence, and by not less than three similar vessels during the winter season, when they are only required to make monthly trips.

That the said Steamers shall have accommodations for first and second class passengers equal to any of the present Atlantic Screw Steamers, and shall also have superior accommodation in the between decks for emigrants or third class passengers, which last class shall be provided with large, comfortable, and well ventilated staterooms and every convenience except napery and bedding, and shall be further provided three times a day with diet of a superior description according to a scale to be approved of by the Chief Commissioner of Public Works, or his successor or successors in office.

That the said vessels shall also be capable of stowing one thousand tons measurement cargo, besides coals in bunkers for twenty-four days consumption.

That they shall carry passengers and cargo at such rates as may be agreed upon, but not higher than the rates specified in the said Tender, to wit: For first class passengers, twenty-one pounds sterling, each; for second class passengers, twelve pounds twelve shillings sterling, each; for third class passengers or emigrants, six pounds six shillings sterling each, and for families by agreement.

That the freight for fine goods from Liverpool to Canada shall not exceed sixty shillings sterling per ton of forty feet, and for coarse goods, forty shillings sterling per ton of forty feet.

That the rates of freight from Canada to Liverpool shall not be more than a fair average of what has been charged by sailing vessels. The time occupied by the said Steamers on the outward passage from England shall not in a yearly average exceed fourteen days, and the homeward passage shall not (on a yearly average) exceed thirteen days.

The service from Liverpool to Quebec and Montreal shall be performed during the summer season, that is from the opening of the navigation of the St. Lawrence until its close, that is to say: from the middle of the month of April to the middle of the month of November or thereabouts, comprising fourteen trips from Liverpool to Quebec or Montreal and back; and the communication between Liverpool and Portland shall commence each year at the time of the close of the navigation of the said River St. Lawrence; the latter service comprising five trips from Liverpool to Portland and back, so that one of the said Steamers shall leave England and one shall leave Canada once every fortnight during the St. Lawrence navigation season, and that one shall leave Liverpool and Portland respectively every month during the time when the navigation shall be closed on the River St. Lawrence in winter.

That in the event of there not being sufficient water for the said Steamers to proceed from Quebec to Montreal, or of there being other difficulties in the navigation of the Saint Lawrence above Quebec, for Steamers of this class,

the service shall be considered as fulfilled on the part of the said Contractors, on their sending the cargo in Lighters towed up to Montreal, and the passengers in River Steamers; but should there be sufficient water, and no difficulty to prevent the Steamers going to Montreal, then it is understood that Montreal is to be the Port of final destination on the voyage out from England.

That the said Steamers shall be ready, and shall commence their regular fortnightly trips on or before the first day of May, one thousand eight hundred and fifty-four, and a sufficient number of vessels shall be ready to commence monthly trips, and the said monthly trips shall in fact be commenced at the opening of the navigation of the River Saint Lawrence in the Spring of the year one thousand eight hundred and fifty-three, as hereinafter stipulated.

That the said Steamers shall carry a Mail, if required, and also an Officer in charge of the same, without any other or further consideration than the sum hereinafter mentioned, and will adopt such days for departure as the Government of Canada, through the Provincial Secretary or the Chief Commissioner of Public Works, may direct.

That in the event of the Government of Canada requiring to distribute information respecting Canada by books, pamphlets or maps, either in Great Britain or on the Continent of Europe, with the view of encouraging and promoting emigration by the route of the Saint Lawrence, then in such case the said McKean, McLarty & Company hereby promise and bind themselves to carry all such books, pamphlets or maps, or the agent going to such places, with the view of carrying such object into practice, free of charge; and also through their agents in Great Britain and the Continent to cause the same to be distributed and printed in the various necessary languages, free of all expense to the Government of Canada, except the actual cost of translation and printing.

That the said line shall be maintained for the term of seven years from the commencement of the service, and continue on the expiration of that period unless one year's notice be given to the contrary, either by the Government of Canada to the said McKean, McLarty & Company, or by the said McKean, McLarty & Company to the Government.

That the said Steamers shall be exempted from the payment of Light dues, and all other Provincial dues in the River Saint Lawrence.

That for the performance of the said services the said McKean, McLarty & Company shall receive from Her Majesty's Government in the Province of Canada, at the rate of one thousand two hundred and thirty-eight pounds one shilling and eleven pence sterling, for each fortnightly trip from Liverpool to Quebec and Montreal and back to Liverpool, of which fourteen trips shall be made during the season for navigating the Saint Lawrence, as soon as the regular line of five Steamers shall be established as above stipulated, and at the rate of three hundred and thirty-three pounds six shillings and eightpence for each monthly trip from Liverpool to Portland and back to Liverpool, of which five trips shall be made during the suspension of the navigation of the Saint Lawrence, making, with the sum agreed to be paid by the said Railway Companies and the City of Portland, the sum of one thousand three hundred and thirty-three pounds six shillings and eightpence, for each of the said trips from Liverpool to Portland and back to Liverpool, as is mentioned or expressed in the Tender of the said McKean, McLarty & Company above recited. The sum to be paid by Her Majesty's Government in the Province of Canada at

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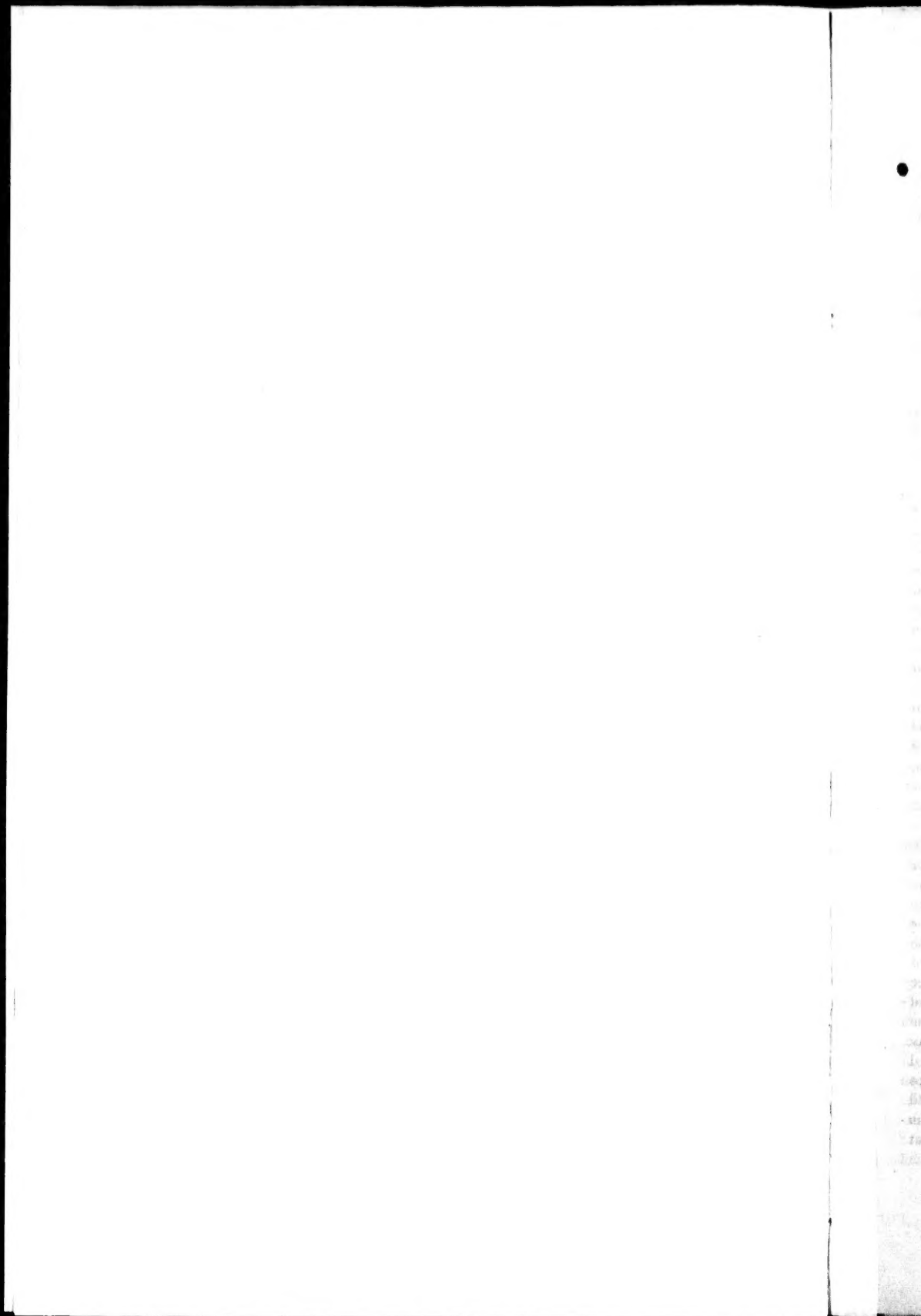
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the rates above mentioned amounting to nineteen thousand pounds sterling per annum, and making, with the sum of five thousand pounds per annum agreed to be paid by the Railway Company and the City of Portland as aforesaid, a total sum of twenty-four thousand pounds, the amount stated in the said Tender. That the said payment shall be made at the end of every three months.

And it is further agreed that it is the intention of the said McKean, McLarty & Company to establish the fortnightly line early in the season of one thousand eight hundred and fifty three, if possible, but that should the said McKean, McLarty & Company not be prepared to run the said Steamers fortnightly at the opening of the navigation of the Saint Lawrence in the Spring of the year one thousand eight hundred and fifty three, in consequence of the required number of vessels not being built or ready to run, that then and in that case they shall and they do hereby bind and oblige themselves to have a sufficient number of vessels ready to ply monthly between Liverpool and Quebec and Montreal from the opening of the navigation next Spring as aforesaid, until the required number of vessels are ready to establish the regular fortnightly line during summer, which shall not be later than the opening of the navigation in the year one thousand eight hundred and fifty four. And it is agreed that for such time as they shall maintain and keep up the monthly summer line of Steamers until the regular line of five Steamers running once a fortnight from each Port during summer, and monthly during winter shall be established, the said McKean, McLarty and Company shall be paid at and after the rate of sixteen thousand pounds sterling, per annum, or one thousand three hundred and thirty three pounds six shillings and eight pence for each monthly trip from Liverpool to Quebec and Montreal, and back to Liverpool, (of which seven trips shall be made during the summer of the year one thousand eight hundred and fifty three, if the fortnightly line be not established in the meantime) the rates for the winter service remaining unaltered, and such monthly service to be performed in the same manner and with the same description of vessels as has been hereinbefore stipulated in respect to the regular line of fortnightly and monthly Steamers to be established as aforesaid.

And it is agreed that the said McKean, McLarty & Company and each of the partners in the said firm, jointly and severally shall be bound for the fulfilment of the said Contract in the sum of ten thousand pounds sterling money of Great Britain, to be paid by the said McKean, McLarty & Company or either or any of the said partners, to Her Majesty's Government in this Province, as liquidated damages in the event of their failing in the true and faithful performance of the present Contract or any part or parts thereof.

Provided always and it is hereby expressly declared and agreed by and between the said McKean, McLarty & Company, and the said John Young, acting as aforesaid, that inasmuch as it is necessary that the present Contract or Agreement shall be ratified and confirmed by the Parliament of Canada. That in the event of the said Parliament refusing to ratify and confirm the present contract, these presents and every clause, matter and thing herein contained shall be absolutely null and void and of no effect whatever.

In Witness whereof the said David Bellhouse in his said capacity of agent hath hereunto set his hand and seal; and the said Chief Commissioner of Public Works acting as aforesaid hath hereunto signed his name and set the seal

of the said Department of Public Works, and the Secretary for the said Public Works hath also countersigned these presents.

(Signed,) "DAVID BELLHOUSE, [L. S.]
Agent for McKean, McLarty & Co."
"JOHN YOUNG,
Chief Com. P. Works." [L. S.]
"THOMAS A. BEGLY,
Sec. Public Works."

Signed, sealed and delivered
by the parties above named
in our presence.

(Signed,) "A. BELANGER," of Quebec, Notary.
"W. DARLING CAMPBELL," of Quebec, Notary.

A true copy of the original remaining of record in my Office. One marginal note is approved. Three words erased are null and void.

ARCHD. CAMPBELL,
Notary Public.

On the thirty-first day of August, in the year of our Lord one thousand eight hundred and fifty-two, at the City of Quebec, in that part of the Province of Canada called Lower Canada, before the undersigned Public Notaries duly commissioned and sworn in and for that part of the said Province, appeared DAVID BELLHOUSE, of the City of Montreal, in the said Province, Esquire, Agent for ROBERT LAMONT, MCKEAN and DONALD McLARTY, of Liverpool, in England, Merchants, carrying on trade and commerce at Liverpool aforesaid, under the name, style and firm of "MCKEAN, McLARTY & COMPANY," of the one part, and The Honorable JOHN YOUNG, of Quebec, Her Majesty's Chief Commissioner of Public Works for the said Province of Canada, acting herein for and on behalf of HER MAJESTY'S GOVERNMENT in the said Province, of the other part, which said parties, in the presence of us the said Notaries, did admit, acknowledge and declare that they did sign, seal, and in due form of law, on the thirteenth day of August, deliver the foregoing Agreement entered into between the said David Bellhouse, acting as the Agent of the said McKean, McLarty & Company, and The said Honorable John Young, acting as Her Majesty's Chief Commissioner of Public Works for the said Province of Canada : And whereas, for the better fulfilment of all and every the premises in the said Agreement contained, they the said David Bellhouse and The Honorable John Young, acting as aforesaid, conceive it desirable to deposit with some Public Notary in Lower Canada, the original of the said Agreement, and to ratify, approve and confirm the same before the said Public Notary and his Colleague.

Now, therefore, these presents and we the said Notaries witness, that they the said David Bellhouse and the said Honorable John Young, acting as aforesaid, did, in our presence, ratify, approve and confirm as by these presents they do ratify approve and confirm the said Agreement, and every clause, condition, obligation, matter and thing therein contained, to have effect in law as fully, to all intents and purposes, as if the said Agreement had been a notarial act or deed passed and executed in notarial form ; And they the said David Bellhouse and the said The Honorable John Young have deposited, and do hereby deposit, as a *minute*, with Archibald Campbell, one of the undersigned Notaries, the aforesaid Agreement, written on paper and

hereunto annexed, to be put and placed amongst the *minutes* of the aforesaid Archibald Campbell, to the end that all necessary copies may be thereof made and given, which said deposit so of us required, we the said Notaries have accordingly made and granted, and do make and grant, after that the said David Bellhouse and John Young had certified the said original Agreement to be true, and signed such Certificate in the presence of us the said Notaries, who have also signed the same.

Thus done and passed, at the City of Quebec aforesaid, on the day and year first above written, in the Office of Archibald Campbell, one of us the undersigned Notaries, under the number thirteen thousand five hundred and seventy-six, the said David Bellhouse and the said Honorable John Young having hereunto set and subscribed their names and signatures after the same had been duly read in the presence and hearing of them the said David Bellhouse and John Young, and of us the said Notaries, who have also hereunto set and subscribed our names and signatures in faith and testimony of the premises.

(Signed,)

"DAVID BELLHOUSE."

"

"JOHN YOUNG,

Ch. Com. P. Works."

"

"A. BELANGER, Not."

"

"ARCH. CAMPBELL, Not. Pub."

A true copy of the original remaining of
record in my Office.

JOHN CAMPBELL, Not. Pub.